with. See *Angle* v. *North-Western Mutual Life Ins. Co.*, 92 U. S. 330, 341. If it is apparent that the notes were given in one transaction for one consideration, the notice given by the overdue notes is as effective for the others as for themselves. *Harrington* v. *Claflin & Co.*, 91 Tex. 294, 42 S. W. 1055; *Old National Bank of Fort Wayne* v. *Marcy*, 79 Ark. 149, 95 S. W. 145. But the fact that all the notes are secured by one mortgage is not in itself enough to make this apparent. *Boss* v. *Hewitt*, 15 Wis. 260; *Bank of Edgefield* v. *Farmers' Co-operative Mfg. Co.*, 52 Fed. 98. The conclusion of the court that the notes disclosed themselves to be parts of the same transaction is perhaps justified by the similar date of all the notes.

CARRIERS — LIENS — RIGHT OF CARRIER TO HOLD DAMAGED GOODS FOR NON-PAYMENT OF FREIGHT. — Goods were damaged in transit through the fault of the carrier to an amount greater than the freight charges. The carrier refused to deliver them unless the usual freight charges were paid. The consignee, who was also consignor, then sued the carrier *ex contractu* for the value of the goods. *Held*, that he cannot recover. *Wilensky* v. *Central of Georgia Ry. Co.*, 72 S. E. 418 (Ga., Sup. Ct.).

Because of a liberal procedure, the weight of American authority allows the consignee to defend a suit for freight by showing that the damage to the goods through the fault of the carrier equals or exceeds the charges. *Leech* v. *Baldwin*, 5 Watts (Pa.) 446. *Contra*, *Shields* v. *Davis*, 6 Taunt. 65. Moreover, the consignee may bring replevin or trover when the carrier refuses, on the ground of non-payment of freight, to deliver goods so damaged. *Moran Brothers Co.* v. *Northern Pacific R. Co.*, 19 Wash. 266, 53 Pac. 49, 1101; *Missouri Pacific Ry. Co.* v. *Peru-Van Zandt Implement Co.*, 73 Kan. 295, 85 Pac. 408, 87 Pac. 80. See 20 HARV. L. REV. 146. When the amount of damage does not equal the freight charges, the carrier has a lien for the balance only. *Bancroft* v. *Peters*, 4 Mich. 619. The reasoning is that if the carrier is liable for damage equal to the freight, there is no debt; and where there is no debt there is no lien. *Ewart* v. *Kerr*, 1 Rice (S. C.) 203. But the principal case is an action *ex contractu*. The carrier has undertaken, to the plaintiff as consignor, to transport and deliver the goods, on payment of proper charges, to the consignee. Unless he permits the consignee to take them without advancing illegal claims, the undertaking is not fulfilled. It is submitted that for this breach the carrier should be liable in contract for the damage actually incurred.

CARRIERS — LOSS OR INJURY TO GOODS — RESPONSIBILITY OF CARRIER FOR ANIMALS IN PENS UNDER STATUTORY REQUIREMENT. — A federal statute provided that on an interstate shipment no railroad should confine animals in cars longer than twenty-eight consecutive hours, without removing them for five hours into properly equipped pens for rest, water, and feeding, unless prevented by storm or other unavoidable causes. The plaintiff's sheep, while in the defendant carrier's stockyards, in transit, were killed. *Held*, that the defendant is not liable in the absence of negligence. *Beckman* v. *Southern Pacific Co.*, 118 Pac. 118 (Utah).

The law is settled that the transportation of animals is common carriage. *Swiney* v. *American Express Co.*, 115 N. W. 212 (Ia.). The carrier is bound to feed and care for the animals in transit. *Toledo, Wabash & Western Ry. Co.* v. *Hamilton*, 76 Ill. 393. While they are being carried, and until the undertaking is completed, he is an insurer, although the animals are in stockyards or pens. *Texas & Pacific Ry. Co.* v. *Turner*, 37 S. W. 643 (Tex.). See *Nelson* v. *Chicago, etc. Ry. Co.*, 78 Neb. 57, 59, 110 N. W. 741, 742. The ground of the decision in the principal case can be supported only on the reasoning that the statute relieves the carrier of his common-law liability while the cattle are in the pens. But the statute merely requires unloading at stated intervals, unless